

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IN RE: PLATFORM II) No. 22 B 07688
LAWNDALE, LLC,) Chicago, Illinois
) January 18, 2024
) 1:00 p.m.
Debtors.

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE DEBORAH THORNE

APPEARANCES:

For the Debtor: Mr. Gregory Jordan

For Greenlake Real Estate Fund, LLC: Mr. Adam Toosley

Also Present: Mr. Scott Krone

Court Reporter: Paula O'Driscoll, CSR
United States Courthouse
219 South Dearborn Street,
Room 661
Chicago, Illinois 60604

1 THE CLERK: All rise. Court is
2 reconvened. Please be seated and come to order.
3 Taking up this Court's 1:00 o'clock set matter,
4 Platform II Lawndale, LLC.

5 MR. JORDAN: Good afternoon, Your Honor.
6 Gregory Jordan on behalf of the debtor.

7 MR. TOOSLEY: Good afternoon. Adam
8 Toosley. I represent Greenlake. Carolyn
9 Leverage (phonetic) is on -- she is in-house
10 counsel, so she is just here as an observer.

11 THE COURT: So, I would like to hear
12 what is going on.

13 MR. JORDAN: Well, we have been
14 continuing discussions with Red Oak. We submitted
15 a proposed amendment to the plan to Greenlake a
16 couple, three days ago, and it relates to taking
17 out the consent judgment and promissory note for
18 Platform and putting it on to the Coda entity that
19 Mr. Krone owns and the -- and Mr. Krone continues
20 as the guarantor. It also eliminates the consent
21 judgment from Coda and Mr. Krone. Provided that to
22 Greenlake.

23 It is my understanding, based
24 upon the e-mail that I saw from the representative
25 at Greenlake, that he didn't understand why Red Oak

1 cared whether Mr. Krone and Coda had a consent
2 judgment against them or not, and we have been
3 trying to get somebody from Red Oak to provide us
4 with some clarity with regard to that issue so that
5 we can provide that to Greenlake because that is
6 our goal is to have that.

7 In addition to which, Joseph
8 Ransdell is on the screen here. He couldn't be
9 here, but what the debtor has also done is we have
10 four different -- we reached out to a number of
11 different lenders and there are four different
12 lenders who have expressed interest if worse came
13 to worse case and -- taking over the role that we
14 had identified for Red Oak. Two of them look
15 better than the other two. They are asking for
16 information.

17 If we were to put Mr. Krone on
18 today, they would say that they -- there is -- one
19 of the parties is seeking to have a conference call
20 with Mr. Krone this week or early next week trying
21 to move that along, and that, in any event, we are
22 doing everything we possibly can to keep this
23 matter going and alive.

24 Mr. Krone has advised me that
25 there was a concern that -- Getting back to Red

1 Oak, this has just dawned on me, that they had a
2 concern with the amount of monies that were
3 available, and Mr. Krone has raised, I believe,
4 \$400,000 in investment funds to augment the loan
5 from Red Oak such that there is certainty that the
6 real estate taxes which are less than \$400,000
7 would be paid. They would be paid through those
8 funds. In addition to which, Mr. Krone is seeing
9 what he can do to find other sources to fund
10 completely the loan to Greenlake, although I am not
11 making any commitments that that will occur. So if
12 I were to put Mr. Krone and Mr. Ransdell on, those
13 basically would be what they would testify to.

14 THE COURT: Mr. Toosley.

15 MR. TOOSLEY: Thank you, Your Honor. I
16 assume you probably know what I am going to say.
17 It is similar to what we said the last six times
18 that we have been in front of Your Honor. We are
19 now at our seventh hearing, post-confirmation
20 hearing, and we are at a point where I just don't
21 understand why we are still continuing.

22 I know Your Honor had mentioned
23 to us back in November that you would be looking to
24 dismiss this at the end of November if this plan
25 was not consummated. We are still now another six

1 weeks post that time, and we are hearing today that
2 they are reaching out to four other lenders to try
3 to find someone else to fund the plan.

4 When we appeared in front of Your
5 Honor two weeks ago -- I know last week you had
6 Covid. I am glad to see that you are back healthy.
7 It was represented that week, Thursday or Friday,
8 that there would be a final commitment obtained
9 from Red Oak, and we still obviously do not have
10 that. We are two weeks later, so that was the
11 representation as to why we were -- and they
12 continued it one week to last week was to report
13 back on that commitment. That did not happen.

14 I did order all of the estimates
15 of redemption from Cook County myself. I walked
16 over and did it. It is about \$400,000 of taxes.
17 Not only that, two of the three parcels, the taxes
18 have been sold, so it is not even \$400,000 total.
19 It is actually two sales.

20 I am also confused, and I don't
21 know if Your Honor read all the pleadings this week
22 between Counsel and his client as it relates to the
23 fee petition, but on Page 17 of the plan, it
24 specifically says: The debtor has obtained a
25 commitment for post-confirmation loan from Red Oak

1 Capital Holdings. It doesn't say it may get a
2 commitment. It says has.

3 We had a hearing in which it was
4 based on that representation that within two weeks
5 of that date, we would have had a closing because
6 it was represented to the Court, to myself, to my
7 client that this was just basically a crossing the
8 T's and dotting the I's situation, and so obviously
9 I know that is a point of contention between
10 Counsel and his client because they put it in
11 pleadings this week, but that representation is
12 false, right? There is absolutely no -- there is
13 still no confirmation of any sort of ability of Red
14 Oak to do this closing or else they wouldn't be
15 going out to get four other lenders, right?

16 Mr. Jordan is correct. Two days
17 ago we were sent over a draft of a new disclosure
18 statement.

19 When we appeared in front of Your
20 Honor two weeks ago, it was also represented that
21 Mr. Krone was going to become the borrower instead
22 of the current debtor. This one doesn't have him
23 as the borrower. It has him as the guarantor and
24 some other entity as the borrower, so even what was
25 represented to the court as to what they were

1 asking my client to agree to is not what is
2 actually in this document. They are also asking us
3 to give up our right to this consent of which I
4 don't understand. Like Mr. Jordan said, Red Oak's
5 borrower is going to be this borrower who won't be
6 a party to our loan documents anymore. So why is
7 Red Oak asking for this?

8 Two weeks ago I asked Mr. Jordan,
9 I said, I need from you and Red Oak that these are
10 the last two or three items, and when they were
11 ready to close and tell us when we are going to
12 close or else we are not going to agree to anything
13 as the lender.

14 Your Honor represented lenders.
15 You know all about all of this. We are not going
16 to just agree to things in a vacuum and then have
17 this kicked out for 60 more days. We don't still
18 have this as we sit here today. All we have here
19 is an amended disclosure statement. We are asking
20 you to change the entire loan documents from what
21 you agreed to and what went to hearing back in
22 October in a vacuum without anything, right? So I
23 don't understand.

24 Again, Your Honor mentioned
25 dismissing it in November, and it is now the middle

1 of January. Why are we still here? Like, I mean,
2 we can't do this. We have gone a year without any
3 adequate protection payments. There hasn't been a
4 single one since January of last year. The taxes
5 have been sold. Why are we still -- Your Honor
6 mentioned this last week, I think. Even if you
7 dismiss the bankruptcy, the parties can still try
8 to talk to Red Oak and do other things too.

9 I think that we have met all the
10 elements here with regards to the fact that there
11 was three orders that Your Honor entered that
12 specifically required, based on a budget presented,
13 to pay adequate protection payments to us that were
14 violated; that there was an amount that was
15 supposed to be set up for escrow for taxes that was
16 not done. The taxes have not been paid, and like I
17 said, we were all told that the commitment was in.
18 It was in the plan and that this closing was going
19 to happen within two weeks back in October.

20 So I mean we can talk about the
21 mechanisms of how we think it would happen and what
22 happens with the funds and payment of attorneys and
23 everything separately, but I think we have to reach
24 the threshold question of whether Your Honor is
25 going to entertain dismissal.

1 MR. JORDAN: Your Honor, first off, I
2 don't think that we should be penalized for trying
3 to be creative by saying even if any problem with
4 Red Oak occurred, that we would seek alternative
5 sources because we remain confident that the Red
6 Oak provision and Mr. Ransdell and Mr. Krone have
7 been speaking with Red Oak and directed me to
8 prepare the revision and disclosure statement which
9 is what Red Oak wants to see, you know, what I am
10 advised; and the other thing is is that I did get
11 an e-mail from Brad Hattich who is -- Mr. Ransdell
12 works with him at Commercial Lending Acts, and he
13 said -- and I think it is correct. He said what I
14 can tell you is that in order to get a refinance
15 like this completed, the property will need to be
16 operating.

17 In addition, if the bankruptcy is
18 dismissed due to the pending lawsuits and other
19 open items, it will likely be impossible for a new
20 lender to step into the situation and provide
21 financing. Any lender is going to be too worried
22 about unknown or other liabilities that will
23 continue to exist.

24 We are trying to pay Greenlake.
25 Working like crazy trying to pay Greenlake, and I

1 acknowledge that it has been more trouble than I
2 had hoped it to be, and I certainly, like everyone
3 else, thought that this transaction plan had been
4 consummated a long time ago, but the fact is is
5 that all parties, Greenlake included, but certainly
6 the unsecured creditors and the estate, will get
7 nothing if the case were dismissed are -- would be
8 better off if we can try with Greenlake -- I am
9 sorry, Red Oak said that, you know, they are
10 committed to close this. They thought that the
11 earliest date that they could close would be the
12 end of January, but you know, we are working with
13 them to try to work out with Greenlake. We are
14 trying to, you know, get items organized so that
15 there can be a closing.

16 Everybody wins if the case is
17 alive, and I am not even sure even Greenlake wins
18 if the case is dismissed because they are stuck
19 with the property and that they don't have anybody
20 to manage it presumably, and even if they do, you
21 know, how does that all work out? So we are just
22 asking for a little more time to try to get this
23 transaction past the goal line.

24 THE COURT: Is there anybody here from
25 Red Oak today?

1 MR. TOOSLEY: I don't see anyone.

2 MR. JORDAN: Do you recognize anyone --
3 Mr. Hattich is the lender. We asked them to come
4 in -- I don't know if --

5 MR. KRONE: Hello, Your Honor. I am
6 sorry. If I may just respond to a couple
7 statements that Mr. Toosley made?

8 When we went through this plan
9 beginning in November of last year, we drafted the
10 original plan based upon what the -- the term sheet
11 that we got from Green Oak -- I mean from Red Lake,
12 I am sorry, and it specifically said not to be any
13 encumbrances.

14 Between November and until the
15 plan was submitted in September, there was ten
16 months of constant changes that were constantly
17 being added to it including the first additional
18 payment amounts. Then it was a guarantee up to \$4
19 million, and it was down to \$1.6 million, and then
20 the last thing that got added was either a spring
21 mechanism or some sort of way; and when Red Oak
22 learned of this, that is when they began objecting
23 to it. I mean, we made the comment back in
24 November that this was their objection, and they
25 have been very clear on that objection, and so we

1 have given them the document to revise that, and we
2 have been waiting for the comments back from
3 Greenlake, but Red Oak is very concerned that
4 Greenlake will have the ability to re-open this and
5 bringing themselves back into this.

6 With regard to the taxes, we have
7 done exactly what we said. The taxes weren't
8 recently sold. They were sold previous which was
9 represented to the Court, but we have been working
10 very diligently on this, and the whole point that
11 we are going to additional lenders is to resolve
12 this \$800,000.

13 If we can get additional loan
14 proceeds, then this whole secondary note goes away,
15 and so that is what we are trying to accomplish;
16 and so, you know, Red Oak has been firm on their
17 terms, and so we are trying to get better terms in
18 order to address this because we are concerned that
19 this ability that Greenlake is insistent upon --
20 but we have given them the option to remove it, and
21 that is exactly what Red Oak said back in November
22 was the issue, and so we have been trying to get
23 the exact language, which we did, and we have
24 provided it to them. Now we are waiting for the
25 feedback.

1 MR. TOOSLEY: And, again, this was
2 provided two days is what we are talking about, and
3 it is also -- when we agreed to not object to the
4 plan, it was after many, many months of discussion
5 based on the fact that we were going to -- this was
6 going to be done in November because we now have
7 another three months where our cash collateral is
8 being used, and Your Honor said no to cash
9 collateral for December and January and have to be
10 sequestered, but we would never have agreed to this
11 knowing that it was going to be kicked four, five,
12 six months later without something in there for us
13 on the adequate protection side because as part of
14 this deal in the plan, they are paying the missed
15 adequate protection payments, but they are only
16 paying them for the first couple of months that
17 they missed then because that is when we agreed on
18 everything.

19 So, you know, to the extent that
20 there are three additional months of adequate
21 protection that were -- that when we agreed back in
22 June or July when we first started talking were
23 fine, but now we have four more months of that,
24 right, so I don't -- and I don't believe my client
25 is in a position to agree based on where things

1 currently stand to the changes, based on things
2 that I have talked to them in the last two days.
3 So without our agreement to just modify the loan, I
4 don't see how we have anything to do other than
5 dismiss it because it is not happening in
6 accordance with what was agreed to.

7 THE COURT: I think the 11, 12, what,
8 (b)(m), the inability to factually -- substantial
9 consummation of a confirmed plan is what we have
10 got here, and I do not fault any of the lawyers or
11 Mr. Krone for not working hard to try to make this
12 possible; but I confirmed the plan back when we
13 confirmed it based on the fact that this thing
14 could close, and I don't see anybody from Red Oak
15 here arguing that it can close or that this is
16 important to them. I am not sure how important
17 this was to them. I really don't have a good sense
18 of that.

19 They have been the absent white
20 knight, just not here, and there is -- I don't
21 think any bankruptcy judge in the country who likes
22 to dismiss a case that has been worked on as hard
23 as this has been, but I really do not see under the
24 Bankruptcy Code that I have -- and the facts here
25 that I have any other choice but to dismiss the

1 case. I mean, I could convert it, but I don't see
2 that conversion does anything for anybody except to
3 make some trustee crazy because there is nothing
4 here to do, so I am going to enter an order --

5 MR. JORDAN: Your Honor, I would say, by
6 the way, there are in excess of 200, maybe \$300,000
7 worth of cash that is unencumbered. It is not made
8 by Greenlake, so if you converted the case, there
9 would be monies that would go to the unsecured
10 creditors.

11 MR. TOOSLEY: Your Honor, and I will --

12 THE COURT: There are also attorney's
13 fees that I would like to address.

14 MR. TOOSLEY: I was going to speak to
15 that. So there is -- A few years ago there was a
16 case called U.S. Bank versus Randhurst Crossing
17 which was my case that brought -- I can't remember
18 his name. My mind is blank, and there the issue
19 was what happens with rents that were collected
20 during the course of the bankruptcy, and it went up
21 to the First District Appellate Court after it went
22 back to the state court, and the Court held there
23 that any monies that were collected during the
24 bankruptcy belonged to the lender under their cash
25 collateral order.

1 So Counsel is -- filed something
2 45 minutes before this hearing, and Your Honor saw
3 this --

4 THE COURT: I got off the bench at
5 12:30.

6 MR. TOOSLEY: Where he is claiming that
7 this is not our money, even for the monies that
8 were generated through rents because even though we
9 had a receiver in place on the date that the
10 bankruptcy was filed, somehow we had not perfected
11 our security interest, and that is what that case
12 said is that you can take possession by way of an
13 appointment of a receiver, and Counsel is saying
14 well, there is 300,000 or 400,000 or 500,000 in the
15 bank. They haven't filed any operating reports.
16 The last one was filed for October, so I don't know
17 what is in the account, but as of October 31st when
18 this plan was confirmed, there was 80,000 in the
19 account prior to any funds being brought in from
20 investors. It is -- one of them says 77 and one of
21 them says 2,000, so there was 80,000 in the account
22 as of October 31st.

23 THE COURT: And there have been rents.

24 MR. JORDAN: The rents are only \$30,000,
25 and there is only \$14,000 a month, so that included

1 investor funds -- I am sorry, Mr. Krone hasn't
2 agreed to sign the operating reports, so I haven't
3 filed operating reports, but there are -- there is,
4 I think, over \$250,000 in the bank.

5 Even if Mr. Toosley were correct
6 and to say that he has a lien on the rents, he
7 doesn't have a lien on the monies that did not
8 derive from rents, and those funds are available
9 for distribution free and clear of any claim that
10 they have because they couldn't have had a
11 prepetition claim on the funds that came in from
12 the investors.

13 THE COURT: Let's just back up a minute.
14 I am going to dismiss the case, but I am not going
15 to dismiss the case until a couple of things are
16 sorted out, I think. They should be.

17 There are several things that
18 happened. There are rents that have come in.
19 Those, at least -- you could make a pretty good
20 argument that those are -- there was an assignment
21 of rents based on the state court. I haven't made
22 a finding on that, but let's just say for the sake
23 of argument that there is that, and then we have
24 the investor funds that came in with the hope of
25 funding the plan with Red Oak, and I assume that

1 that was to have additional equity for that plan to
2 go forward. There has been no finding as to whose
3 money that is. That I can see, separate, that I
4 would have to make some kind of determination on.
5 I mean, I don't think that your assignment of rents
6 would cover that.

7 MR. TOOSLEY: I don't think we are making
8 that argument, but because we don't have an
9 accounting and we don't have operating reports, so
10 if I could make a suggestion is that we set this
11 over for a short period of time.

12 Your Honor can enter the order
13 that allows us to also potentially go back to state
14 court to get the receiver reappointed so that we
15 can have whatever monies Your Honor orders belong
16 to us immediately turned over to the receiver. So
17 if the order today allows us relief as to that so
18 that we can get in front of a Cook County judge
19 while this issue of accounting and fee applications
20 and all that is still --

21 THE COURT: I think that makes sense
22 because there are some other claims here. I know
23 that there has been a lot of hard work put into
24 this case, and I don't think that anybody accepted
25 this case on a contingency basis, but I know that

1 Mr. Jordan has worked hard on it. I know you have
2 worked hard on it.

3 MR. JORDAN: Mr. Martin, by the way.

4 THE COURT: And Mr. Martin, okay.

5 MR. TOOSLEY: On the taxes.

6 THE COURT: Right, on the taxes which
7 have been reduced, as I understand, so that is a
8 benefit to everybody, including the lender.

9 So I do think that the way to do
10 this -- I think your suggestion is a good one that
11 I modify the stay at this point to go back to state
12 court for the appointment of the receiver and to
13 move forward on that, but I continue to have this
14 case in front of me to determine -- well, to
15 determine the amount of rents that come in which I
16 assume there is an answer that is black and white
17 on that. Either they have come in or they haven't
18 come in, and then we also have the issue of the
19 investor funds that have been put up, and I don't
20 know what the agreements were for those, whether
21 there was an agreement that these stay our money
22 until, you know, there is a deal but the deal is
23 not happening.

24 MR. JORDAN: I have had no involvement in
25 the raise of funds, and so I don't want to

1 represent to the Court anything that was said. I
2 will endeavor to find out but that was -- and I am
3 not a securities lawyer.

4 MR. TOOSLEY: We are not trying to
5 take --

6 THE COURT: No --

7 MR. TOOSLEY: -- what is not our cash
8 collateral so -- and I am making that
9 representation again that that isn't what we are
10 arguing here. It is over the -- There was 80,000
11 prior to any of these funds coming in per their own
12 operating report in the account plus the rents that
13 would have come in.

14 THE COURT: I think the only use of cash
15 collateral was a minimal use to keep the thing
16 alive.

17 MR. JORDAN: It is about \$15,000 a month.
18 What I suggest is we haven't -- I whispered over to
19 Mr. Toosley. I said: How long do you think it is
20 going to take to have a receiver, and he said two
21 to three weeks.

22 MR. TOOSLEY: And I said three to four
23 just to be safe because the county is a little
24 behind.

25 THE COURT: I happen to live with a

1 state court judge, and I can tell you -- I don't
2 know what chancery is --

3 MR. JORDAN: He is terrific, by the way.

4 THE COURT: He is not in chancery.

5 MR. JORDAN: The order will indicate that
6 we will (a) file the operating report and (b)
7 provide -- file with the Court a statement relating
8 to funds that were from rents, funds that were from
9 investors, and to the extent that they are from
10 anybody else, funds from anybody else.

11 THE COURT: And the receiver is going to
12 want to know what funds have not come in for rents
13 to the extent that there are folks who are --

14 MR. JORDAN: Accounts receivable.

15 MR. TOOSLEY: So all the funds that were
16 in the account when the case started and the
17 receiver turned over are absolutely not -- would be
18 part of --

19 THE COURT: I don't think this is a
20 difficult accounting problem. So what I am going
21 to do, and I don't know -- I want to see what the
22 order that --

23 MR. TOOSLEY: I don't think any of those
24 orders would work. I think that we would have to
25 say --

1 MR. JORDAN: I think Mr. Toosley and I
2 never had a problem getting along. I think he has
3 some good ideas. I think I have some ideas.
4 Together we can put a draft order to follow
5 because, for instance, I wouldn't even have thought
6 about the monies that were delivered on the 11th of
7 July 2020 --

8 THE COURT: Yes, the best way to do this
9 would be to have an order modifying the stay with
10 an accounting attached to it because if I am the
11 receiver over there, I want to know what I should
12 have on day one and what I should be out there
13 trying to collect on day two.

14 MR. JORDAN: The accounting would not
15 indicate that those were funds necessarily turned
16 over to receiver. Obviously that is for the Court
17 to determine. We will put a footnote or a comment
18 in the order with regard to that.

19 MR. TOOSLEY: So Mr. Samuels who was the
20 court appointed receiver and -- so he is very well
21 aware, and so what we will do is until he gets a
22 bond back in place because receivership doesn't
23 become effective --

24 THE COURT: Which judge had the case?

25 MR. TOOSLEY: I cannot remember. We were

1 just in front of her last month because the case
2 has been idle for -- because there is the guarantor
3 times two. She is relatively new to the foreclosure
4 bench, but I will make sure that the order that
5 reappoints him as the receiver basically says it is
6 stayed until we are back in front of here because
7 then there is -- I don't want to have a fight over
8 any --

9 MR. KRONE: Mr. Samules, it was under
10 his receivership that we discovered that CubSmart
11 was stealing from us. We have concerns about --

12 THE COURT: That is before another
13 judge.

14 MR. JORDAN: I have already told Mr.
15 Krone that the state court wants to do what the
16 state court wants to do.

17 MR. TOOSLEY: So I will make sure that
18 Mr. Samuels doesn't take any actions until we come
19 back on our hearing which I was going to suggest
20 maybe a month out just because we can allow for
21 that time period, and then that way we don't have
22 to worry about attaching an accounting to the stay.
23 It will just say that his appointment will become
24 effective upon the final dismissal in this case.

25 MR. JORDAN: We will get the operating

1 reports on file. We will get the accounting
2 together. We will get the stay order, and when
3 would you like us to come back?

4 THE COURT: I was going to suggest
5 basically -- well, why don't you come back -- today
6 is the --

7 MR. TOOSLEY: The week of February
8 18th --

9 THE COURT: I was going to say what
10 about either February 14th or 7th?

11 MR. TOOSLEY: I think that the 14th is
12 better for me because I love coming into court on
13 Valentine's Day.

14 MR. JORDAN: A little bit of trivia: My
15 father was born on Valentine's Day.

16 THE COURT: So was my daughter. Let's
17 do it in the afternoon, the early afternoon. 1:00
18 o'clock? 1:30?

19 THE CLERK: 1:00 o'clock?

20 THE COURT: 1:00 o'clock is fine.

21 MR. TOOSLEY: The compensation -- Are you
22 okay with that date?

23 MR. JORDAN: Yes.

24 MR. TOOSLEY: And then the fee
25 applications will just be continued for --

1 THE COURT: Let's do them that day as
2 well.

3 MR. JORDAN: Your Honor, not for me, and
4 obviously, the -- 1:00 o'clock, right? Obviously,
5 it is not an order directing payment, but there is
6 no one that is objecting to Mr. Martin's fees. He
7 shouldn't need to come back. He earned his fees,
8 and he hasn't been paid from his first application,
9 but he has to come back here, so I would ask that
10 the order be entered approving his fees and the
11 order indicates -- it is not directing the debtor
12 to do that.

13 THE COURT: So what would they be paid
14 out of?

15 MR. JORDAN: What is that?

16 THE COURT: What funds would they be
17 paid out of?

18 MR. JORDAN: The order would not direct
19 the -- Platform to do it. In fact, if we want to
20 say the order will -- that the Platform shall not
21 make a distribution to Neil Berber until further
22 order of the Court, but Mr. Martin shouldn't have
23 to come back.

24 THE COURT: No, I agree. I think that
25 can be allowed.

1 MR. TOOSLEY: I am completely fine with
2 that.

3 MR. MARTIN: Thank you.

4 THE COURT: You are welcome, and I
5 apologize that you had to come back so many times,
6 but special counsel is allowed administrative claim
7 for compensation in the amount of 24,642, and I
8 will take out -- debtor is not -- there is no
9 authorization without further order of Court. I
10 can change that.

11 MR. TOOSLEY: That sounds great.

12 MR. JORDAN: There is one other thing.
13 Just housekeeping. What is the date by which we
14 should file the operating reports and the
15 accounting?

16 THE COURT: Filed by February 1st.

17 MR. JORDAN: Okay. That is fine. I just
18 want to make sure that we don't end --

19 THE COURT: Let's not do it on the last
20 minute.

21 MR. JORDAN: Right, exactly. That is
22 what I am thinking. Thank you.

23 THE COURT: There is no authorization to
24 make the payments.

25 MR. TOOSLEY: And I know that Counsel had

1 concerns last time or Mr. Krone about us not
2 working with him. We are happy to continue even
3 before the 14th to see if we can try to
4 work --

5 THE COURT: If something happens --

6 MR. JORDAN: Right. I am not complaining
7 about Mr. Toosley or his client. We are trying to
8 work with them. The perfect world is that we come
9 back at some point, maybe the 14th, and say: Hey,
10 you know what? We have this agreement with
11 Greenlake. Everything -- the sun is shining and it
12 is 50 degrees.

13 MR. TOOSLEY: That would be nice.

14 MR. JORDAN: We are going to continue to
15 work to try to resolve this.

16 THE COURT: I appreciate the work that
17 everybody has done. I know it has been a lot of
18 work, and it is -- maybe doesn't have a happy
19 ending -- Okay, I am just -- you have such long
20 paragraphs. The first paragraph of the order, I
21 will read it when I can actually focus on it, but I
22 will get that order entered for Mr. Martin today
23 allowing the fees but with no payment until further
24 order of Court. I will see everybody back on
25 February 14th at 1:00 o'clock.

1 MR. TOOSLEY: We will work on the order.

2 MR. JORDAN: Thank you, Your Honor.

3 THE CLERK: All rise. Court is

4 adjourned.

5 (Which were all the proceedings had

6 in the above-entitled cause,

7 January 18, 2024, 1:00 p.m.)

8 I, PAULA O'DRISCOLL, CSR, DO HEREBY CERTIFY THAT
9 THE FOREGOING IS A TRUE AND ACCURATE TRANSCRIPT OF
10 PROCEEDINGS HAD IN THE ABOVE-ENTITLED CAUSE.)(s/s)

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